

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WiMo Labs, LLC		04/17/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Logitech International S.A.		
Street Address:	7600 Gateway Blvd.		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4227706	LUNATIK	
Registration Number:	4075222	LUNATIK	
Registration Number:	4296576	LUNATIK	
Registration Number:	4185120	TAKTIK	
Registration Number:	4262488	TAKTIK	
Serial Number:	85199408	LUNATIK	
Serial Number:	86049286		
CORRESPONDENCE DATA			
Fax Number:	4087770579		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(408) 996-0324		
Email:	ericmogensen@sbcglobal.net		
Correspondent Name:	Eric Mogensen		
Address Line 1:	12300 Via Roncole		
Address Line 4:	Saratoga, CALIFORNIA 95070		
NAME OF SUBMITTER:	Eric Mogensen		
SIGNATURE:	//Eric Mogensen//		
DATE SIGNED:	05/29/2014		

OP \$190.00 4227706

Total Attachments: 11

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SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made and entered into this 17 day of April, 2014, by and between WiMo Labs, LLC, an Illinois limited liability company ("Borrower"); and Logitech International S.A., a Swiss corporation ("Lender"); and is made with reference to the following facts and objectives:

RECITALS:

A. Pursuant to a Loan Agreement between Borrower and Lender of even date herewith (the "Loan Agreement"), Lender agreed to loan to Borrower certain amounts under the terms and conditions set forth therein.

B. By this Agreement, Borrower and Lender intend to create a security interest in favor of Lender in certain collateral, as described herein, to secure the performance of Borrower's obligations to Lender, as set forth in the Loan Agreement and as set forth herein.

Now, therefore, in consideration of the mutual agreements and undertakings set forth herein, Borrower and Lender hereby agree as follows:

1. **Security Interest:** Borrower hereby grants to Lender a security interest in the Collateral described in Paragraph 2, below, which shall attach immediately upon the execution of this Agreement by Borrower to secure: (i) the full payment of all amounts due under the Loan Agreement; and (ii) the performance of all other obligations to be performed by Borrower under and pursuant to the Loan Agreement or this Agreement.
2. **Collateral:** The collateral covered by this Agreement, in which a security interest, subordinate to that of Wells Fargo Bank, N.A., is hereby granted and transferred, is all the intellectual property of Borrower, whether now owned or hereafter acquired, all proceeds and products of the foregoing, and all money, goods, insurance proceeds, and other tangible or intangible property received upon the disposition of the foregoing (collectively, the "Collateral"), including, without limitation, the following:
 - a. Any and all copyrights and trademarks, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
 - b. All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in

the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

- c. All General Intangibles, as such term is defined in the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California including, without limitation, trade secrets, source codes, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, processes, models, drawings, materials, records and goodwill associated with the foregoing;
- d. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- e. All licenses or other rights to use any of the Trademarks or Patents, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and
- f. All amendments, renewals and extensions of any of the Trademarks or Patents.

3. **Representations, Warranties and Covenants:** Borrower hereby makes the following representations, warranties and covenants:

- a. Borrower is the owner of the Collateral, and, except for a lien in favor of Wells Fargo Bank, N.A., the Collateral is free and clear of all liens and encumbrances.
- b. Assuming the consent of Wells Fargo Bank, N.A. has been obtained, Borrower has full power and authority to encumber the Collateral with the security interest created hereby.
- c. Except for the lien in favor of Wells Fargo Bank, N.A., no other person or entity has or will obtain a security interest which is superior in priority to that of Lender.
- d. Borrower shall deliver to Lender within thirty (30) days of the last day of each fiscal quarter, a report signed by Borrower, in form reasonably acceptable to Lender, listing (i) any applications or registrations that Borrower has made or filed in respect of any Patents or Trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;
- e. Borrower shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Patents and Trademarks, (ii) detect

infringements of the Patents and Trademarks and promptly advise Lender in writing of material infringements detected, and (iii) not allow any material Patents or Trademarks to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

- f. Borrower will indemnify and hold Lender free and harmless from and against any and all claims, damages, causes of action and costs, including any reasonable attorneys' fees expended by Lender defending or prosecuting any claim or action, which result from any representation or warranty contained herein being inaccurate, or which result from the Collateral, from any claim made against the Collateral by any third party, from any claim made against Lender by any third party as a result of Lender's security interest or as a result of Lender exercising any right or remedy under this Agreement.
4. **Execution of Documents:** Borrower shall execute and deliver such further agreements, contracts, documents and instruments as may be reasonably required to perfect, protect or maintain the security interest of Lender provided for hereby, and to perform the obligations of Borrower provided for herein.
5. **Default:** A Default (as defined in the Loan Agreement) shall constitute an event of default under this Agreement, and will allow any and all remedies as hereinafter provided.
6. **Rights and Remedies of Lender Upon Default:** Upon the occurrence, and during the continuance, of any Default, Borrower agrees that, subject to the senior security rights of Wells Fargo Bank, NA, Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the State in which any Collateral is located, or under any other applicable law, and exercise any or all its rights or remedies under this Agreement or under the Loan Agreement. Without limiting the generality of the foregoing, in the event of the occurrence and continuance of any such Default, Lender may, at its option, and in its sole and exclusive discretion (unless all such events of Default shall have been remedied or waived in writing by Lender) sell the Collateral at any public or private sale or auction in order to recover the balance of principal and interest on all liabilities secured hereby which have become due and payable due to this Agreement or other applicable agreements, together with any costs or expenses incurred by Lender in connection therewith including, without limitation, reasonable attorneys' fees and costs. At any sale hereunder by Lender, in its own behalf, or pursuant to a judicial decree, the Collateral and all properties thereof, and all rights therein and thereto, may be sold as a unit or in parcels, in Lender's sole discretion, and Lender may be the purchaser at any such sale, and hold said properties and rights thereafter free from any claim of Borrower. Borrower further agrees that all of Borrower's interest in and to the Collateral, the properties thereof, and the rights therein and thereto, wheresoever located, shall pass upon such sale, with like effect, as if the same were present and in the possession of the person conducting the sale, and were physically delivered to the purchaser at such sale. There shall be deducted from the proceeds of any such sale all

costs and expenses incurred therein, including, without limitation, reasonable attorneys' fees and costs and commissions. The net proceeds thereof shall be paid to Lender for application to the liabilities of Borrower secured hereby; the surplus, if any, shall be paid to Borrower after paying off any and all prior secured encumbrances.

All rights and remedies of Lender shall be cumulative, and the exercise of any right or remedy hereunder, shall not preclude the exercise of any other right or remedy given by this Agreement or by any provisions at law or equity. In the event of any action by Lender upon any of the liabilities secured hereby, or to enforce or foreclose upon any rights or remedies hereunder, or the security interest created hereby, Lender shall be entitled to recover from Borrower its costs incurred in such proceedings, including, without limitation, reasonable attorneys' fees. Such costs shall be deemed part of the liabilities of Borrower secured hereby.

7. **Financing Statement; Delivery of Documents:** Concurrently with the execution of this Agreement, the parties hereto shall take such steps as necessary or appropriate to name Lender as the holder of a junior security interest in the Collateral hereunder and to perfect its security interest in the Collateral. Borrower hereby authorizes Lender to file any financing statement(s), and agrees to execute any other document(s) required to perfect the security interest created hereby. On a continuing basis, Borrower will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Trademarks and Patents and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral.

Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibits A and B hereof, as appropriate, to include reference to any right, title or interest in any Trademarks or Patents acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Patents in which Borrower no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law, and (iii) after the occurrence and during the continuance of a Default, subject to the senior security rights of Wells Fargo Bank, NA, to transfer the Collateral into the name of Lender or a third party to the extent permitted by law.

8. **Financial Statements:** Borrower shall provide Lender, within fifteen (15) days of the end of any calendar year end, or as otherwise requested by Lender, with a balance sheet, a statement of profit and loss, a cash flow statement, and such other financial statements in such form as is normally maintained by Borrower, or in such form as may be required from time to time by Lender.
9. **Termination and Release:** Upon payment in full by Borrower, in lawful United States currency, of all of Borrower's payments under and pursuant to the Loan Agreement, and after full compliance with this Agreement as it applies to Borrower's payment obligations, or upon Borrower providing Lender with substitute security acceptable to Lender, Lender shall deliver to Borrower such termination statements and other documents of release, reconveyance and reassignment as shall be sufficient to terminate and release the security interests created hereby in the Collateral and the proceeds thereof, and the rights of Lender therein shall terminate.
10. **Attorneys' Fees:** In the event Borrower defaults in any of its obligations hereunder, Lender shall be entitled to have and recover from the Borrower reasonable attorneys' fees and any other costs expended by Lender in responding to the default by Borrower.
11. **Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and shall be effective as provided in the Loan Agreement.
12. **Miscellaneous Provisions:**
 - a. **Time of Essence:** Time is of the essence of each provision of this Agreement.
 - b. **Successors and Assigns:** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
 - c. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
 - d. **Venue:** Venue for suit on this Agreement shall be Santa Clara County, California, and Borrower hereby agrees and consents to venue being proper in such county.
 - e. **Integrated Agreement; Modification:** This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written Agreement, executed by each of the parties hereto.
 - f. **Waiver:** No consent or waiver, express or implied, by either party to this Agreement or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

- g. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreements, contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Agreement.
- h. Counterparts: This Agreement may be executed simultaneously in one (1) or more counterparts, any one of which may be by facsimile or electronically transmitted, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or electronically transmitted signatures or documents may be relied upon and shall be treated in all respects as original signatures.
- i. Severability: The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
- j. Neutral Construction: The parties hereto agree that this Agreement will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.
- k. Construction: The words "include," "includes" and "including" when used herein is used in a non-exclusive sense and shall be deemed in each case to be followed by the words "without limitation."
- l. No Third Party Beneficiaries: The provisions of this Agreement are intended solely for the benefit of the parties hereto and are not to be construed for the benefit of any other person or entity. No Lender, customer or other person who is not a party hereto shall obtain any rights under the provisions of this Agreement, and no such person shall have the right to make any claim with respect to any debt, liability or obligation against any party hereto on the basis of this Agreement.

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EXHIBIT A
TRADEMARKS

Trademark Name	Classes	Trademark Status	Country	App. Number	Filing Date	Reg. Number
LUNATIK	9, 16	Registered	US	85/492,943	December 12, 2011	4,227,706
LUNATIK	9, 14	Registered	US	85/199,408	December 16, 2010	4,075,222
LUNATIK	9, 10, 18	Allowed	US	85/588,499	April 4, 2012	
LUNATIK	9, 14	Registered	Europe	10,016,954	June 2, 2011	10,016,954
LUNATIK	9	Registered	China	95/90,021	June 14, 2011	95/090,021
LUNATIK	14	Registered	China	95/90,020	June 14, 2011	95/090,020
LUNATIK	9	Registered	China	11/057,508	June 12, 2012	11/057,508
LUNATIK	9, 16, 25	Registered	Europe	10,955,144	June 11, 2012	10,955,144
LUNATIK	9	Pending	Korea	40-2014-0017545	March 17, 2014	
LUNATIK	9, 25	Registered	US	85/978,191	April 4, 2012	4,296,576
TAKTIK	9, 014	Registered	US	85/337,102	June 3, 2011	4,185,120
TAKTIK	9	Registered	US	85/500,730	December 21, 2011	4,262,488
TAKTIK	9, 14	Registered	Europe	10,467,967	December 5, 2011	10,467,967
TAKTIK	9	Registered	China	10,268,350	December 5, 2011	10,268,350
TAKTIK	14	Registered	China	10,268,349	December 5, 2011	10,268,349

TAKTIK	9	Registered	China	11/106,391	June 21, 2012	11/106,391
TAKTIK	9, 12, 25	Registered	Europe	10,982,247	June 21, 2012	10,982,247
TAKTIK	9	Pending	Korea	4020130024845	April 18, 2013	
	9	Pending	US	86/049,286	August 27, 2013	

EXHIBIT B

PATENTS

Application / Publication / Patent Number	Title	Status	Filing Date
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Phone Cases			
US D683,338	Electronic Device Case	Issued	April 13, 2012
US D683,136	Holster for a Portable Electronic Device	Issued	August 30, 2012
US 29/424,390	Portable Electronic Device Case	Pending	June 12, 2012
US 29/429,850	Portable Electronic Device Case	Pending	August 17, 2012
CA 147924	Electronic Case Device	Issued	October 15, 2012
CA 148829	Portable Electronic Device Case	Issued	December 3, 2012
CN 2012 30489620.8	Electronic Case Device	Issued	October 15, 2012
CN 2012 30619356.5	Portable Electronic Device Case	Issued	December 11, 2012
EP 2118588-001	Electronic Case Device	Issued	October 15, 2012
JP 1478816	Electronic Case Device	Issued	October 15, 2012
EP 2146159	Portable Electronic Device Case	Issued	December 3, 2012
JP 1479058	Portable Electronic Device Case	Issued	December 14, 2012

Application / Publication / Patent Number	Description	Status	Filing Date
Phone Cases			
US 13/494,170	Portable Electronic Device Case	Allowed	June 12, 2012
US 13/875,878	Portable Electronic Device Case	Awaiting first action	May 2, 2013
US 13/647,135	Portable Electronic Device Mounting System	Awaiting first action	October 8, 2012
US 61/870,335	Mobile Device Case		August 27, 2013
US 61/872,074	Mobile Device Case		August 30, 2013
US 61/893,672	Mobile Device Case		October 21, 2013
PCT/US2013/045088	Portable Electronic Device Case	Pending	June 11, 2013

NGEDOC5: 024467.0004:2163961.3

In witness whereof, the parties hereto have hereby executed this Agreement as of the date and year first above written.

Borrower:

WiMo Labs, LLC, an Illinois limited liability company

By: 

Title: SCOTT WILSON CEO

Lender:

Logitech International S.A., a Swiss corporation

By: 

Title: Bracken Darrell, CEO

By: 

Title: Vincent Pitette, CFO

[Signature Page – Security Agreement]